

FEBRUARY 28, 2005

CONTRACT PERIOD THROUGH FEBRUARY 28, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **LABORATORY SERVICES, WATER QUALITY TESTING**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **February 2, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
Sharon Tohtsoni, Materials Management
Todd Williams, Flood Control District

(Please remove Serial 95309-RFP from your contract notebooks)

LABORATORY SERVICES, WATER QUALITY TESTING

1.0 **INTENT:**

The intent of this contract is for laboratory water quality analytical services, as required for the Flood Control District of Maricopa County or other departments as required to be provided by Purchase Order Only.

The District may choose to furnish samples for analysis to more than one laboratory.

2.0 **SCOPE OF WORK:**

The use of the terms “Contractor” and “Laboratory” within the text of this Scope of Work shall be regarded as the same. Both terms refer to the entity that will provide services as defined in this Scope.

Contractor shall provide analytical services per the specifications in this Scope of Work. In addition, the Contractor shall provide certain materials at no charge to the Flood Control District of Maricopa County (DISTRICT.)

The DISTRICT via agreements provides stormwater quality sampling services to various NPDES permitted municipalities in the greater Phoenix metropolitan area. Additionally, the DISTRICT conducts sampling in support of continuing work activities. Laboratory services under this contract will sustain these sampling activities.

- 2.1 Contractor must be able to handle the anticipated number of samples that will be submitted during or following a storm event. The DISTRICT operates 21 storm water quality monitoring stations. It is possible that all 21 will produce samples during a single storm event. A typical analytical request for one (of 21) storm water sample will include the following:

Inorganics (COD, CN, Cl, TDS, TSS, nutrients)
Biological (BOD, fecal coliform/ strep, E-coli)
Metals (total and dissolved)
Organics (EPA 608, 624, 625)

During the term of this contract, the Contractor shall maintain the necessary capability and capacity to provide the specified laboratory services within the required turn around times. The Contractor and all subcontractors shall provide for access by DISTRICT and State personnel and their authorized agents to audit the lab to assure the accuracy and precision of laboratory results related to the work performed. Access shall be provided during normal business hours. Advanced notice of inspection is not required.

- 2.2 It is desired that all or most analyses be performed by a single Contractor. In any instance, all subcontract laboratories shall meet all specifications within this Scope of Work. Proof of subcontractors meeting the criteria must be provided to the DISTRICT before award and usage. The DISTRICT shall be notified whenever a subcontractor is used.
- 2.3 This contract includes analyses of pollutants under the NPDES stormwater program. Since many storm events occur at night and on weekends, non-standard work hour receipt and analyses of short hold time parameters will be required. For example, fecal streptococci and fecal coliform analyses are required and have a six-hour hold time. It is a requirement of the contract that samples be received during non-standard work hours, and if applicable, analyses completed within specified holding times. Compensation will be allowed for services provided during non-standard work hours.
- 2.4 Because of the short hold time requirement described in Section 2.3, it is required that the Contractor be located in the metropolitan Phoenix, Arizona area.
- 2.5 Contractor will assign a Project Manager to handle all work from the DISTRICT concerning this contract. The Project Manager will be the point-of-contact for DISTRICT staff for all needs under this contract.
- 2.6 In case of anomalous or non-conforming results, Contractor will endeavor to explain these results in writing to the satisfaction of the DISTRICT.

2.7 MATERIALS PROVIDED BY CONTRACTOR

The following items will be provided by the Laboratory to the DISTRICT at no charge.

- 2.7.1 Contractor will provide all sampling forms including Chain-of-Custody forms, custody seals, and labels to the DISTRICT.
- 2.7.2 Upon request, contractor will provide sample reagent grade preservatives, including hydrochloric acid and sulfuric acid in small dropper bottles, for field preservation.
- 2.7.3 Upon request, contractor will provide certified clean sampling containers including one-liter plastic bottles, one-liter amber glass bottles, and four-ounce jars for soil collection, etc. Bottles/jars will be provided to the DISTRICT pre-preserved using reagent grade preservatives, unless otherwise specified.
- 2.7.4 Contractor shall provide coolers / ice chests to the DISTRICT. Ownership of the coolers / ice chests shall remain with the Contractor. In general, 'blue ice' will not be required from the Contractor.
- 2.7.5 Contractor will provide travel blanks.

2.8 TRANSPORTATION

When requested by the DISTRICT, the Contractor shall provide for delivery of sample bottles and pickup of field collected samples to and from the DISTRICT. Delivery and pickup services will be provided from 7:30 a.m. to 4:30 p.m. Monday through Friday. Pick up service will not be required during non-standard work hours.

Delivery of clean new sample bottles shall be provided by the laboratory within twenty-four (24) hours of the DISTRICT's request. Pickup of samples shall be provided by the laboratory within six hours of the DISTRICT's request.

2.9 TECHNICAL REQUIREMENTS

Technical specifications are divided into several categories: Specific Analytical Requirements, QA/QC samples, QA/QC requirements, and Sample Receipt.

2.9.1 SPECIFIC ANALYTICAL REQUIREMENTS

The Contractor must be able to perform a wide range of analyses for water quality services. A specific list is attached to this document. Most of the analytes have specific methods for analysis. In some cases, there may be more than one method listed. In all cases, Contractor must use current and future federal and ADHS approved test methods. Alternative test methods may be substituted for the listed method as long as substitute method is approved for use in 40 CFR 136. Prior approval from the District is required before use of any alternate methods.

Contractor will indicate whether the listed analyses can be performed in-house or will be subcontracted.

2.9.2 QUALITY ASSURANCE / QUALITY CONTROL PROGRAM

Contractor must have a written Quality Assurance / Quality Control program in place to assure consistency and continuity of data. The Contractor and all subcontractors shall submit a copy of their QA/QC manual along with the bid. The manual(s) must provide details on the Contractor's and subcontractor's procedures concerning:

- sample preservation, holding times, and sample containers used
- chain-of-custody procedures, sample receipt and tracking
- review and reporting of results
- Contractor record keeping procedures
- organizational chart of Contractor management
- maintenance and calibration of instruments
- use of standard reference materials in analyses
- internal QC program
- corrective action of QC problems
- determination of method detection limits (refer to 40 CFR 136, Appendix B, as revised)
- Minimum Reporting Levels (MRL)
- sample bottle preparation and QC testing program
- resumes of key Contractor personnel, including laboratory director and all technical staff performing analyses
- list of parameters for which they hold ADHS license and certification
- describe use of and procedures for data flags/qualifiers

2.9.3 SPECIFIC QC REQUIREMENTS

The following are required for DISTRICT sample analyses, whether analyzed by the primary Contractor or by subcontractors to the primary lab. These requirements are specified in permits issued by EPA to cities.

2.9.3.1 METHOD BLANKS

Laboratory shall perform method blanks at a frequency of once per day on all days when DISTRICT storm water samples are analyzed. A method blank shall be run on all types of samples. This information shall be included in the final report.

2.9.3.2 MATRIX SPIKE/ MATRIX SPIKE DUPLICATE SAMPLES

Laboratory shall perform matrix spike samples at a frequency of five (5) percent from all batches of samples that contain DISTRICT storm water samples. For instrument batches less than 10 samples, a minimum of one duplicate sample shall be analyzed. Any sample within the batch can be analyzed as the duplicate. Matrix Spike/ Matrix Spike Duplicate samples shall be run on metals and organic samples. This information shall be included in the final report.

2.9.3.3 LAB DUPLICATES

Laboratory shall perform laboratory duplicate samples at a frequency of ten (10) percent from all batches of samples that contain DISTRICT storm water samples. For instrument batches less than 10 samples, a minimum of one duplicate sample shall be analyzed. Any sample within the batch can be analyzed as the duplicate. Lab duplicates shall be run on metals and nutrient samples. This information shall be included in the final report.

2.9.3.4 RELATIVE PERCENT DIFFERENCE

Laboratory shall calculate and report Relative Percent Difference (RPD) for Sample Duplicate Precision (%RPD), and for Matrix Spike/Matrix Spike Duplicate Precision (%RPD).

2.9.3.5 QUARTERLY PERFORMANCE EVALUATION SAMPLES

Laboratory shall perform performance evaluation samples provided by Environmental Resources Associates, or equivalent on a quarterly basis. Analysis of PE samples shall be for total and dissolved metals, organic compounds 608, 624, 625, cyanide, nutrient compounds, and total phenolics.

2.9.4 PROFICIENCY SAMPLES

The DISTRICT may submit proficiency samples (blind, double blind, or otherwise) to the laboratory as part of the regular sampling and QC procedures.

The laboratory will be required to submit a QA/QC report on deficiencies and corrections associated with the proficiency sample on an individual period basis.

The laboratory may be required to analyze a second set of proficiency samples at their cost should they fail to analyze the initial set within acceptable QA/QC limits.

Failure of the laboratory to analyze and report results within acceptable QA/QC limits can result in their disqualification from this contract.

2.9.5 LABORATORY AUDITS

Contractor shall provide results of annual audits conducted by ADHS Laboratory Licensure or EPA, if applicable. Include any responses and resolutions submitted by the Contractor. Audit reports shall be submitted within thirty (30) calendar days of final report by ADHS.

2.9.6 SAMPLE RECEIPT

Because most storm water sampling activities occur during nights (weekday and weekend), the Contractor must be able to provide non-standard work hour sample receipt. Non standard work hours will be defined as follows:

Monday through Friday:	6:00 p.m. to 7:00 a.m.
Weekends:	6:00 p.m. Friday to 7:00 a.m. Monday
Holidays: (10 Federal)	All day

2.9.7 SAMPLE CONTROL

Any sample or travel blank received by the laboratory in unacceptable condition, or rendered unacceptable for analyses while in possession of the laboratory, shall be reported to the DISTRICT's project manager or their designee within twenty-four (24) hours of loss of sample.

A violation will have occurred when a sample or travel blank is rendered unusable by the Contractor or subcontractor. Violations will result in a 10 percent reduction in analysis fees for all requested analyses in which the violation occurs. Violations in excess of four in a one year period may result in termination of this contract.

2.9.8 RECORD KEEPING AND RETENTION

The Contractor shall maintain documentation of all raw and final data and supporting quality control data for chemical results for a minimum of ten (10) years. Bacteriological results must be maintained for five (5) years. The contractor shall maintain instrumentation calibration records for a minimum of ten (10) years. The contractor shall provide a written and/or electronic copy of any requested historical report within ten (10) working days, when requested.

The Contractor shall not disclose data or disseminate the contents of the final or any preliminary report to a third party without the express written permission of the DISTRICT.

2.9.9 HOLDING TIMES

The laboratory shall notify the DISTRICT's project manager or their designee immediately on discovery that holding time(s) have been exceeded. With storm water samples, it is impossible to resample if a hold time has been exceeded. Other types of samples may afford the potential to resample. The decision on analyses of such samples will be made by the DISTRICT upon notification by the Contractor. The Contractor shall be in violation of this Section if they had possession of the sample for at least 50 percent of the sample's hold time. Violations will result in a 10 percent reduction in analysis fees for all requested analyses in which the violation occurs. Violations exceeding four in a one year period may result in termination of this contract.

Samples shall be retained by the laboratory for a period of forty-five (45) days from time of receipt. The contractor and all subcontractors shall maintain the integrity of the DISTRICT's samples at all times during this time. Sample disposal shall be the responsibility of the Contractor and/or subcontractors. Samples shall be disposed of in a responsible manner in accord with all applicable federal, state, and local requirements.

2.9.10 DETECTION LIMITS

The pricing table attachment lists detection limits for some parameters. The detection limits are stated in stormwater discharge permits held by the cities. When a detection limit is stated, that limit is the target limit.

2.10 DELIVERABLES

Reports shall be returned in hard copy form and in electronic format acceptable to the DISTRICT.

2.10.1 WRITTEN REPORT

Written reports for routine samples shall be submitted to the DISTRICT's project manager or their designee within twenty (20) working days of laboratory receipt of each sample. Rush results shall be submitted within the requested time frame from laboratory receipt of each sample.

Failure to deliver routine result reports within specified limits shall result in a reduction of three (3) percent of all analytical costs in the late report, per day, to the Contractor. Failure to deliver rush reports within the specified limits shall result in a reduction of ten (10) percent of all analytical costs in the late report, per day, to the Contractor. This applies to Contractor and subcontractor work.

The contractor shall report all quality control tests and checks used to prepare each sample. This will include all reporting levels, method references, date of sample receipt, date of analyses, dilutions, duplicates and matrix spike results, blanks, MS/MSD results, reagent blank and trip blank results for each applicable parameter requested. Specific QC requirements are listed in Section 2.9.2.

A single analytical report will be issued for all analyses submitted on a single chain-of-custody. For storm water quality samples, all samples from one storm event in one municipality will be submitted on a single chain-of-custody. Therefore, one report will cover all individual analytical result reports for a single municipality. The report will contain individual analytical reports for each sample identification number on that chain-of-custody. Non storm water quality sample reports will be issued similarly for all individual samples submitted on the chain-of-custody.

The analytical report will include:

- A brief written narrative of the analytical activities.
- Analytical results as described in Section 2.10.2
- Quality control results such as spikes, duplicates, replicates, method blanks. Specific QC requirements are presented in Section 2.9.2. These will be required to be reported for each sample submitted. This level of QC reporting is required of the primary contractor as well as any subcontractors employed by the primary contractor. Though not part of the regular report, calibration curves and check sample data shall be provided upon request.
- Results of similar analyses (for individual sample identification numbers) such as metals, volatile organics, etc. shall be grouped. In other words, one page would contain only metals analyses results. Results shall not be presented as a single continuous printout. Further description of hard copy results is given below.

2.10.2 HARD COPIES OF ANALYTICAL REPORTS

One original hard copy of analytical results shall be furnished for each sample submitted for analysis, including chain-of-custody form. Reports shall be delivered via U.S. Mail, or by hand to DISTRICT offices.

At a minimum, the following shall be provided on each hard copy report.

- Sample Matrix
- Sample Identification Number
- Laboratory Sample Identification Number(s)
- Date and Time of Sample
- Date of Sample Receipt
- Project Name
- Report Date
- Invoice Number
- Parameter being analyzed
- Analytical Method
- Date of Analysis
- Date of any preparations, such as digestion, extraction, etc.
- Analytical Result
- Units
- PQL/MDL/Detection Limit
- Analyst name(s), if applicable.

2.10.3 ELECTRONIC REPORTS

The DISTRICT uses a Microsoft Access database to maintain the voluminous data produced by the NPDES storm water sampling project. Laboratory analytical data will be delivered to the DISTRICT in a Microsoft Access or dBaseIV format. The parameters required will be similar to that included in the hard copy data.

Data can be transferred to the DISTRICT by floppy diskette, CD-ROM disk, Internet download access, or other remote file transfer means.

Delivery timeframe of electronic data shall be no more than five (5) business days following delivery of the written report.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 LABORATORY LICESURE

The Contractor and all subcontractors must be licensed by the State of Arizona, Arizona Department of Health Services (ADHS), Office of Laboratory Licensure, for all requested analyses for the duration of the contract. The Contractor shall meet the laboratory licensure requirements as stipulated in the Arizona Revised Statute Chapter 4.3, Article 1, Section 36-495 et Reg. The Contractor shall submit a summary table of licenses and those of its subcontractors with proposal submittals.

The Contractor shall provide copies of certification to the DISTRICT upon request during the term of the contract. Contractor shall provide the DISTRICT notification of any change of license status, censure, fine, revocation, or any investigation by any certification agency, especially within the ADHS or Environmental Protection Agency (EPA), within 24 hours of notification.

3.2 LABORATORY PERFORMANCE STANDARDS

The Contractor and all subcontractors shall participate in a U.S. EPA or U.S. EPA equivalent Quality Assurance / Quality Control Program. The Contractor and all subcontractors must demonstrate continuing satisfactory performance in the EPA quality assurance water pollution (WP) and water supply (WS) check samples, or equivalent. A summary of the WP and WS proficiency results from 1995 to present shall be submitted along with the bid. The contractor shall provide a summary of any audit reports by ADHS or EPA and associated responses and resolution from 1995 to present. The state of Arizona Department of Health Services, Laboratory Licensure is requiring all laboratories to obtain contracts with firms that supply performance evaluation samples. Proficiency must be demonstrated by using an EPA or ADHS vendor. Results of these performance evaluation samples shall be made available upon request within three (3) days of request.

Contractor must adhere to procedures as promulgated in 21 CFR 58 "Good Laboratory Practices"; the criteria described in "Methods for Chemical Analysis of Water and Wastes", (EPA-600/4-79-020); "Methods for the Determination of Organic Compounds in Drinking Water", (EPA 600/4-88-039); "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", (SW-846); Federal Register 40 CFR 136, Appendix A; and "Standard Methods for the Examination of Water and Wastewater, current Edition."

3.3 Contractor Qualifications

All proposal responses shall contain the following.

- ✓ List prior experience of the firm and team including references for this type of work. Give at least six (6) references over the past four (4) years.
- ✓ Environmental laboratory capability including designation of Project Manager, equipment, and personnel, tracking mechanisms, standard operating procedures, data qualifications. Provide designation and qualification of the laboratory director. Include resumes (one page limit) of laboratory director, project manager, and all relevant analytical staff.
- ✓ Summary of the following: Arizona Department of Health Services Licensure, EPA ICR Approvals (if pertinent), and the 1995 to present water pollution (WP) and water supply (WS) proficiency results. Additionally, the contractor shall provide summaries of any audit reports by ADHS or EPA and associated responses and resolution from 1995 to present.
- ✓ Quality Assurance / Quality Control Plan(s) for Contractor and all subcontractors.
- ✓ List of subcontractors, if applicable, and the analytical tests each will perform.
- ✓ Proposed invoice form.

- ✓ Availability of qualified staff for non-standard work hour sample receipt and analysis of short hold time samples (i.e. fecal coliform and fecal streptococci)
- ✓ Examples of electronic data in Microsoft Access or dBaseIV format.
- ✓ Price Matrix: Each responder shall complete the bid table.

3.4 CONTRACTOR AUDIT AND INTERVIEW

Prior to award, the Contractor shall provide for access by the DISTRICT to audit the laboratory to assure that the necessary capability, capacity, and quality assurance/quality control exists to provide the specified laboratory services. At this time, the DISTRICT will hold a formal interview of laboratory staff members regarding policies and procedures. If a substantial problem; inconsistencies with stated equipment, procedures, or policies; or lack of infrastructure to meet the DISTRICT's workload is found during this audit, the County will not award to Contractor.

3.5 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.6 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.7 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize both the Internet and the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Proposers without these capabilities may be considered non-responsive and not eligible for award consideration.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a THREE (3) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of TWO (2), ONE (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 INDEMNIFICATION AND INSURANCE:

4.11.1 INDEMNIFICATION FOR PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the **CONSULTANT** shall indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the **CONSULTANT'S** negligent acts, errors, omissions or mistakes relating to professional services in the performance of this Contract. **CONSULTANT'S** duty to indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions or mistakes, related to professional services in the performance of this Contract including any person for whose negligent acts, errors, omissions or mistakes, the **CONSULTANT** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

For all other hazards, liabilities, and exposures:

To the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings), relating to, arising out of or resulting from the **CONSULTANT'S** work or services. **CONSULTANT'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONSULTANT**, anyone **CONSULTANT** directly or indirectly employs or anyone for whose acts **CONSULTANT** may be liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then this duty of indemnification shall extend to all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted therefrom, caused in whole or in part by any negligent acts, errors, or omissions relating to professional work or services in the performance of this Contract by the **CONSULTANT**, or anyone directly employed by the **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable regardless of whether it is caused by any party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

4.11.2 **INSURANCE REQUIREMENTS:**

CONSULTANT, at **CONSULTANT'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONSULTANT'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONSULTANT** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONSULTANT** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONSULTANT** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONSULTANT** from, or be deemed a waiver of, the **COUNTY'S** right to insist on strict fulfillment of **CONSULTANT'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

- 4.11.3 Commercial General Liability. **CONSULTANT** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall include X, C, U.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONSULTANT'S** operations and products and completed operations.

- 4.11.4 Automobile Liability. **CONSULTANT** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONSULTANT'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 4.11.5 Workers' Compensation. The **CONSULTANT** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONSULTANT'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONSULTANT** will require the Subconsultant to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONSULTANT**.

- 4.11.6 Professional Liability. The **CONSULTANT** retained by the **COUNTY** to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the **CONSULTANT**, or any person employed by the **CONSULTANT**, with a limit of not less than \$1,000,000 each claim.

4.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONSULTANT** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONSULTANT'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONSULTANT'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

4.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

4.13.1 PERFORMANCE BOND:

The successful Contractor will be required to furnish a performance bond in the amount of (\$20,000.00) within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Contractors are requested to tender this bond on a Document approved by the Arizona Department of Insurance. One Contractor failing to supply a performance bond as required will forfeit his right to the contract. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. **Performance bonds are to be identified with bid serial number, title and return address.**

4.14 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.16 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.17 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.18 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.19 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make

available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.20 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.21 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.22 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.23 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.26 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.27 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.28 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.29 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.30 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.31 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.31.1 Cancel the Contract, if it is currently in effect.

4.31.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.31.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.32 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.33 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

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Price per analysis is for standard turn around time as defined previously.

All analyses must use applicable and current federal and Arizona Department of Health Services approved test methods.

6.1 GENERAL CHEMISTRY

		Methods		Analysis Performed					YEAR	YEAR	YEAR
Line	Analyte	EPA Method	Proposed Method	IN-HOUSE	SUB	Target Detection Limit	Proposed Detection Limit	Proposed Reporting Limit	1 Price per Analysis	2 Price per Analysis	3 Price per Analysis
6.1.1	Alkalinity	310.1	SM2320B	X			5.0mg/L	5.0mg/L	\$ 9.00	\$ 9.27	\$ 9.55
6.1.2	Biochemical Oxygen Demand	405.1	405.1	X		1 mg/L	2.0mg/L	2.0mg/L	\$ 27.00	\$ 27.81	\$ 28.64
6.1.3	Chemical Oxygen Demand	410.4	410.4	X		1 mg/L	2.5mg/L	5mg/L	\$ 30.00	\$ 30.90	\$ 31.83
6.1.4	Chloride	300.0	300.0	X			0.068mg/L	0.50mg/L	\$ 15.75	\$ 16.22	\$ 16.71
6.1.5	Chlorine, total residual	4500CL	SM4500-C1-I	X			0.50mg/L	0.50mg/L	\$ 9.00	\$ 9.27	\$ 9.55
6.1.6	Conductivity	2510B	SM2510B	X			1.0mg/L	1.0mg/L	\$ 9.00	\$ 9.27	\$ 9.55
6.1.7	Cyanide, Total (distillation)	335.3	SM4500-CN, C-E	X		0.01 mg/L	.0054mg/L	.010mg/L	\$ 33.75	\$ 34.76	\$ 35.81
6.1.8	Fecal Coliform (MPN)	SM909C	SM9221C		ES2	1 MPN		2.0MPN/100mL	\$ 22.00	\$ 22.66	\$ 23.34
6.1.9	Fecal Streptococci (MPN)	SM910A	SM9230		ES2	1 MPN			\$ 30.80	\$ 31.72	\$ 32.68
6.1.10	E-coli		SM9233		ES2				\$ 13.20	\$ 13.60	\$ 14.00
6.1.11	Hardness	130.2	SM2340B	X		1.0 mg/L	1.0mg/L	1.0mg/L	\$ 9.00	\$ 9.27	\$ 9.55
6.1.12	MBAS (surfactants)	5540C	SM5540C		X*		0.018mg/L	0.10mg/L	\$ 22.50	\$ 23.18	\$ 23.87
6.1.13	Nitrate Nitrogen	353.3, comp.	300.0	X		0.05 mg/L	0.020mg/L	0.10mg/L	\$ 15.75	\$ 16.22	\$ 16.71
6.1.14	Nitrite Nitrogen	354.1	300.0	X		0.05 mg/L	0.0080mg/L	0.10mg/L	\$ 15.75	\$ 16.22	\$ 16.71
6.1.15	Nitrate + Nitrite	353.2, 353.3	353.2	X		0.05 mg/L	0.012mg/L	0.050mg/L	\$ 31.50	\$ 32.45	\$ 33.42
6.1.16	Nitrogen Ammonia	350.1,,2,,3	350.3	X		0.05 mg/L	0.012mg/L	0.50mg/L	\$ 15.75	\$ 16.22	\$ 16.71
6.1.17	Nitrogen Kjeldahl	351.3, 351.4	SM4500-N-O,C		X*	0.05 mg/L	0.14mg/L	0.50mg/L	\$ 33.75	\$ 34.76	\$ 35.81
6.1.18	Nitrogen, Organic	351.4	Calculation	X		0.05 mg/L		5.0mg/L	No Charge if No2+NO2+NO3+TKN are run		
6.1.19	Oil and Grease	413.1, 1664	413.2	X		0.2 mg/L	0.32mg/L	1.0mg/L	\$ 50.00	\$ 51.50	\$ 53.05
6.1.20	Organic Carbon, Total (TOC)	415.1	415.1		X*		0.17mg/L	1.0mg/L	\$ 40.00	\$ 41.20	\$ 42.44
6.1.21	pH	150.1	150.1	X			N/A	N/A	\$ 5.00	\$ 5.15	\$ 5.30
6.1.22	Phenolics	420.1	420.1	McKenzie		5.0 ug/L		5.0 ug/L	\$ 50.00	\$ 51.50	\$ 53.05
6.1.23	Phosphorous, Ortho	365.2	365.3	X		0.05 mg/L	0.0062mg/L	0.050mg/L	\$ 22.50	\$ 23.18	\$ 23.87

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Price per analysis is for standard turn around time as defined previously.

All analyses must use applicable and current federal and Arizona Department of Health Services approved test methods.

6.1 GENERAL CHEMISTRY

		Methods		Analysis Performed					YEAR	YEAR	YEAR
Line	Analyte	EPA Method	Proposed Method	IN-HOUSE	SUB	Target Detection Limit	Proposed Detection Limit	Proposed Reporting Limit	1	2	3
									Price per Analysis	Price per Analysis	Price per Analysis
6.1.24	Phosphorous, Total	365.2	365.3	X		0.05 mg/L	0.0062mg/L	0.050mg/L	\$ 22.50	\$ 23.18	\$ 23.87
6.1.25	Phosphorous, Dissolved	365.3	365.3	X		0.05 mg/L	0.0062mg/L	0.050mg/L	\$ 22.50	\$ 23.18	\$ 23.87
6.1.26	Solids, Dissolved total (TDS)	160.1	SM2540C	X		10 mg/L	20mg/L	20mg/L	\$ 11.25	\$ 11.59	\$ 11.94
6.1.27	Silica, dissolved		200.7	X			0.15mg/L	2.5mg/L	\$ 13.50	\$ 13.91	\$ 14.32
6.1.28	Solids, Settleable, total	160.5	160.5	X		10 mg/L	0.10mg/L	0.10mg/L	\$ 11.25	\$ 11.59	\$ 11.94
6.1.29	Solids, total	160.3	160.3	X		10 mg/L	20mg/L	20mg/L	\$ 11.25	\$ 11.59	\$ 11.94
6.1.30	Solids, Suspended, total	160.1	160.2	X		10 mg/L	10mg/L	10mg/L	\$ 11.25	\$ 11.59	\$ 11.94
6.1.31	Sulfate, dissolved	375.4	300.0	X			0.085mg/L	.50mg/L	\$ 15.75	\$ 16.22	\$ 16.71
6.1.32	Turbidity	180.1	180.1	X			1.0mg/L	1.0mg/L	\$ 9.00	\$ 9.27	\$ 9.55

6.2 METALS BY ICP AND/OR GFAA

		Methods		Analysis Performed					YEAR	YEAR	YEAR
Line	Analyte	EPA Method	Proposed Method	IN-HOUSE	SUB	Target Detection Limit	Proposed Detection Limit	Proposed Reporting Limit	1	2	3
									Price per Analysis	Price per Analysis	Price per Analysis
6.2.1	Aluminum, total	200.7, 200.8, 200.9	200.7	X			77ug/L	500ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.2	Aluminum, dissolved	200.7, 200.8, 200.9	200.7	X			77ug/L	500ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.3	Antimony, total	200.7, 200.8, 200.9	200.9/204.2	X		5.0 ug/L	1.1ug/L	4.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.4	Antimony, dissolved	200.7, 200.8, 200.9	200.9/204.2	X		5.0 ug/L	1.1ug/L	4.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.5	Arsenic, total	200.7, 200.8, 200.9	200.9/206.2		NEL*	1.0 ug/L		1.0ug/L	\$ 25.00	\$ 25.75	\$ 26.52
6.2.6	Arsenic, dissolved	200.7, 200.8, 200.9	200.9/206.2		NEL*	1.0 ug/L		1.0ug/L	\$ 25.00	\$ 25.75	\$ 26.52
6.2.7	Barium, total	200.7, 200.8, 200.9	200.7	X			1.0ug/L	10ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.8	Barium, dissolved	200.7, 200.8, 200.9	200.7	X			1.0ug/L	10ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.9	Beryllium, total	200.7, 200.8, 200.9	200.9/210.2	X		0.2 ug/L	0.15ug/L	2.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85

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6.2 METALS BY ICP AND/OR GFAA

Line	Analyte	Methods		Analysis Performed		Target Detection Limit	Proposed Detection Limit	Proposed Reporting Limit	YEAR	YEAR	YEAR
		EPA Method	Proposed Method	IN-HOUSE	SUB				1	2	3
6.2.10	Beryllium, dissolved	200.7, 200.8, 200.9	200.8/6020		NEL*	1.0 ug/L		1.0ug/L	\$ 25.00	\$ 25.75	\$ 26.52
6.2.11	Boron, total	200.7, 200.8, 200.9	200.7	X			8.8ug/L	500ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.12	Boron, dissolved	200.7, 200.8, 200.9	200.7	X			8.8ug/L	500ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.13	Cadmium, total	200.7, 200.8, 200.9	200.9/213.2	X		0.2 ug/L	0.043ug/L	1.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.14	Cadmium, dissolved	200.7, 200.8, 200.9	200.9/213.2	X		0.2 ug/L	0.043ug/L	1.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.15	Calcium, total	200.7, 200.8, 200.9	200.7	X			88ug/L	2,000ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.16	Calcium, dissolved	200.7, 200.8, 200.9	200.7	X			88ug/L	2,000ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.17	Chromium, total	200.7, 200.8, 200.9	200.9/218.2	X		1.0 ug/L	0.41ug/L	4.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.18	Chromium, dissolved	200.7, 200.8, 200.9	200.9/218.2	X		1.0 ug/L	0.41ug/L	4.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.19	Cobalt, total	200.7, 200.8, 200.9	200.7	X			2.3ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.20	Cobalt, dissolved	200.7, 200.8, 200.9	200.7	X			2.3ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.21	Copper, total	200.7, 200.8, 200.9	200.9/220.2	X		1.0 ug/L	0.50ug/L	4.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.22	Copper, dissolved	200.7, 200.8, 200.9	200.8/6020		NEL*	2.0 ug/L		2.0ug/L	\$ 25.00	\$ 25.75	\$ 26.52
6.2.23	Iron, total	200.7, 200.8, 200.9	200.7	X			91ug/L	500ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.24	Iron, dissolved	200.7, 200.8, 200.9	200.7	X			91ug/L	500ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.25	Lead, total	200.7, 200.8, 200.9	200.9/239.2	X		1.0 ug/L	0.80ug/L	2.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.26	Lead, dissolved	200.7, 200.8, 200.9	200.9/239.2	X		1.0 ug/L	0.80ug/L	2.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.27	Lithium, total	200.7, 200.8, 200.9	200.7	X					\$ 10.00	\$ 10.30	\$ 10.61
6.2.28	Lithium, dissolved	200.7, 200.8, 200.9	200.7	X					\$ 10.00	\$ 10.30	\$ 10.61
6.2.29	Magnesium, total	200.7, 200.8, 200.9	200.7	X			96ug/L	500ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.30	Magnesium, dissolved	200.7, 200.8, 200.9	200.7	X			96ug/L	500ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.31	Manganese, total	200.7, 200.8, 200.9	200.7	X			1.3ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.32	Manganese, dissolved	200.7, 200.8, 200.9	200.7	X			1.3ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.33	Mercury, total	245.1	245.1	X		0.1 ug/L	0.013ug/L	0.20ug/L	\$ 30.00	\$ 30.90	\$ 31.83
6.2.34	Mercury, dissolved	245.1	245.1	X		0.1 ug/L	0.013ug/L	0.20ug/L	\$ 30.00	\$ 30.90	\$ 31.83
6.2.35	Molybdenum, total	200.7, 200.8, 200.9	200.7	X			3.6ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.36	Molybdenum, dissolved	200.7, 200.8, 200.9	200.7	X			3.6ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.37	Nickel, total	200.7, 200.8, 200.9	200.9/249.2	X		2.0 ug/L	1.3ug/L	4.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85

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6.2 METALS BY ICP AND/OR GFAA

									YEAR	YEAR	YEAR
		Methods		Analysis Performed					1	2	3
Line	Analyte	EPA Method	Proposed Method	IN-HOUSE	SUB	Target Detection Limit	Proposed Detection Limit	Proposed Reporting Limit	Price per Analysis	Price per Analysis	Price per Analysis
6.2.38	Nickel, dissolved	200.7, 200.8, 200.9	200.9/249.2	X		2.0 ug/L	1.3ug/L	4.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.39	Potassium, total	200.7, 200.8, 200.9	200.7	X				2,000ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.40	Potassium, dissolved	200.7, 200.8, 200.9	200.7	X				2,000ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.41	Selenium, total	200.7, 200.8, 200.9	200.9/270.2	X		1.0 ug/L	0.72ug/L	4.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.42	Selenium, dissolved	200.7, 200.8, 200.9	200.9/270.2	X		1.0 ug/L	0.72ug/L	4.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.43	Silver, total	200.7, 200.8, 200.9	200.9/272.2	X		1.0 ug/L	0.88ug/L	5.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.44	Silver, dissolved	200.7, 200.8, 200.9	200.8/6020		NEL*	1.0 ug/L		1.0ug/L	\$ 25.00	\$ 25.75	\$ 26.52
6.2.45	Sodium, total	200.7, 200.8, 200.9	200.7	X				5,000ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.46	Sodium, dissolved	200.7, 200.8, 200.9	200.7	X				5,000ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.47	Strontium, total	200.7, 200.8, 200.9	200.7	X			0.20ug/L	100ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.48	Strontium, dissolved	200.7, 200.8, 200.9	200.7	X			0.20ug/L	100ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.49	Thallium, total	200.7, 200.8, 200.9, 279.2	200.9/279.2	X		1.0 ug/L	0.50ug/L	2.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.50	Thallium, dissolved	200.7, 200.8, 200.9	200.9/279.2	X		1.0 ug/L	0.50ug/L	2.0ug/L	\$ 14.00	\$ 14.42	\$ 14.85
6.2.51	Tin, total	200.7, 200.8, 200.9	200.7	X			28ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.52	Tin, dissolved	200.7, 200.8, 200.9	200.7	X			28ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.53	Vanadium, total	200.7, 200.8, 200.9	200.7	X			1.8ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.54	Vanadium, dissolved	200.7, 200.8, 200.9	200.7	X			1.8ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.55	Zinc, total	200.7, 200.8, 200.9	200.7	X		1.0 ug/L	14ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.56	Zinc, dissolved	200.7, 200.8, 200.9	200.7	X		1.0 ug/L	14ug/L	50ug/L	\$ 10.00	\$ 10.30	\$ 10.61
6.2.57	Metals Prep								n/c	n/c	n/c

6.3 WATER AND WASTEWATER

									YEAR	YEAR	YEAR
				Analysis Performed					1	2	3
Line	Analyte	EPA Method	Proposed Method	IN-HOUSE	SUB	Target Detection Limit	Proposed Detection Limit	Proposed Reporting Limit	Price per Analysis	Price per Analysis	Price per Analysis
6.3.1	Organochlorine Pesticides & PCBs	608	608		X*	0.05 ug/L	**	**	\$ 95.00	\$ 97.85	\$ 100.79
6.3.2	Purgeable Hydrocarbons	624	624	X		50 ug/L	**	**	\$ 145.00	\$ 149.35	\$ 153.83
6.3.3	Base/Neutral/Acid Compounds	625	625	X		50 ug/L	**	**	\$ 255.00	\$ 262.65	\$ 270.53

DEL MAR ANALYTICAL, 9830 S 51ST ST SUITE B-120, PHOENIX, AZ, 85044**6.0 PRICING S073801/B0602609****6.3 WATER AND WASTEWATER**

									YEAR	YEAR	YEAR
									1	2	3
Line	Analyte	EPA Method	Proposed Method	Analysis Performed		Target Detection Limit	Proposed Detection Limit	Proposed Reporting Limit	Price per Analysis	Price per Analysis	Price per Analysis
				IN-HOUSE	SUB						
6.3.4	Travel Blank Analyses	601,602,624	601,602,624	X		50 ug/L	**	**	\$ 72.50	\$ 74.68	\$ 76.92

*Performed within the Del Mar Analytical network. Both EPA 8310 and EPA 608 analyses will be performed in the Phoenix facility as of November 1999.

**Please see attached templates.

6.4 SOIL, GROUNDWATER, SLUDGE, HAZARDOUS WASTE, UST PROFILE

									YEAR	YEAR	YEAR
									1	2	3
Line	Analyte	EPA Method	Proposed Method	Analysis Performed		Target Detection Limit	Proposed Detection Limit	Proposed Reporting Limit	Price per Analysis	Price per Analysis	Price per Analysis
				IN-HOUSE	SUB						
6.4.1	Halogenated VOCs		8021B	X			**	**	\$ 90.00	\$ 92.70	\$ 95.48
6.4.2	Non-Halogenated VOCs		8021B	X			**	**	\$ 90.00	\$ 92.70	\$ 95.48
6.4.3	Halogenated & Aromatic Volatiles		8021B	X			**	**	\$ 120.00	\$ 123.60	\$ 127.31
6.4.4	Organochlorine Pesticides		8081A	X			**	**	\$ 95.00	\$ 97.85	\$ 100.79
6.4.5	Organochlorine Pesticides & PCBs		8081A/8082		X*		**	**	\$ 140.00	\$ 144.20	\$ 148.53
6.4.6	Polynuclear Aromatics		8310		X*		**	**	\$ 105.00	\$ 108.15	\$ 111.39
6.4.7	Organophosphorous Pesticides		8141				**	**	\$ 155.00	\$ 159.65	\$ 164.44
6.4.8	Chlorinated Herbicides		8151		ATEL		**	**	\$ 155.00	\$ 159.65	\$ 164.44
6.4.9	Volatile Organics		8021B	X	ATEL		**	**	\$ 120.00	\$ 123.60	\$ 127.31
6.4.10	Semi-Volatile Organics		8270C	X			**	**	\$ 255.00	\$ 262.65	\$ 270.53
6.4.11	PCBs in other media		8082		X*		**	**	\$ 95.00	\$ 97.85	\$ 100.79
6.4.12	GC/MS Solvent Screen		8260B + TICS	X			N/A	N/A	\$ 205.00	\$ 211.15	\$ 217.48
6.4.13	GC/MS Pesticide Screen		8270C + TICS	X			N/A	N/A	\$ 315.00	\$ 324.45	\$ 334.18
6.4.14	GC/MS Pesticide Emulsion		8270C + TICS	X			N/A	N/A	\$ 315.00	\$ 324.45	\$ 334.18

DEL MAR ANALYTICAL, 9830 S 51ST ST SUITE B-120, PHOENIX, AZ, 85044

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6.5 HAZARDOUS WASTE IDENTIFICATION

						YEAR	YEAR	YEAR
Line	Analyte	EPA Method	Analysis Performed		Required Detection Limit	1	2	3
			IN-HOUSE	SUB		Price per Analysis	Price per Analysis	Price per Analysis
6.5.1	TCLP Metals	TCLP	X		RCRA	\$ 120.00	\$ 123.60	\$ 127.31
6.5.2	TCLP Volatile Organics	TCLP	X		RCRA	\$ 145.00	\$ 149.35	\$ 153.83
6.5.3	TCLP Semi-volatiles	TCLP	X		RCRA	\$ 255.00	\$ 262.65	\$ 270.53
6.5.4	TCLP Pesticides	TCLP	X		RCRA	\$ 95.00	\$ 97.85	\$ 100.79
6.5.5	TCLP All Compounds	TCLP	X		RCRA	\$ 615.00	\$ 633.45	\$ 652.45
6.5.6	TCLP Metals Extraction	TCLP	X		RCRA	\$ 60.00	\$ 61.80	\$ 63.65
6.5.7	TCLP Extraction for semi-vols and pesticides	TCLP	X		RCRA	\$ 60.00	\$ 61.80	\$ 63.65
6.5.8	TCLP Volatiles extraction	TCLP	X		RCRA	\$ 75.00	\$ 77.25	\$ 79.57
6.5.9	Corrosivity		X		RCRA	\$ 5.00	\$ 5.15	\$ 5.30
6.5.10	Ignitability		X		RCRA	\$ 30.00	\$ 30.90	\$ 31.83
6.5.11	Reactivity			X*	RCRA	\$ 100.00	\$ 103.00	\$ 106.09
6.5.12	Paint Filter		X		RCRA	\$ 11.25	\$ 11.59	\$ 11.94

6.6 QC SAMPLE/ANALYTICAL REQUIREMENTS

		YEAR 1	YEAR 2	YEAR 3
6.6.1	Lab Duplicates - Inorganics	No Charge	No Charge	No Charge
6.6.2	Method Blanks - Inorganics	No Charge	No Charge	No Charge
6.6.3	Method Blanks - Organics	No Charge	No Charge	No Charge
6.6.4	Matrix Spike - Inorganics	No Charge	No Charge	No Charge
6.6.5	Matrix Spike - Organics	No Charge	No Charge	No Charge
6.6.6	Matrix Spike Duplicates - Inorganics	No Charge	No Charge	No Charge
6.6.7	Matrix Spike Duplicates - Organics	\$ 800.00	\$ 825.00	\$ 850.00
6.6.8	Quarterly ERA PE Samples	\$ 65.00	\$ 70.00	\$ 75.00

*Performed within the Del Mar Analytical network.

**Please see attached.

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6.0 PRICING S073801/B0602609

6.7 OTHER ANALYSES

6.7.1	Other analyses not specifically listed will be provided at a percentage discount from published list price.	20%
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6.8 FEE FOR AFTER HOURS RECEIPT AND PROCESSING

		DMA	ES₂
6.8.1	Evenings (Monday - Thursday evenings after business hours)	\$100/hour	\$185/hour
6.8.2	Weekends/Holidays (Friday evening through Monday morning and all day on holidays)	\$150/hour	\$250/hour

6.9 RUSH ANALYSIS PRICE ESCALATION (percentage above bid prices for standard turn around)

		DMA	ES₂
6.9.1	Results within 24 hours	100%	100%
6.9.2	Results within 48 hours	75%	100%
6.9.3	Results within 72 hours	50%	75%
6.9.4	Results within 4 days	N/A	65%
6.9.5	Results within 5 days	25%	50%

		DMA		ES₂	
6.10	COMPOSITING FEE	\$ -	per site	N/A	per site
6.11	AUTOMATIC SAMPLER COMPOSITE BOTTLE CLEANING FEE	\$ -	per site	N/A	per site
6.12	DEIONIZED WATER (cost per gallon to provide deionized water is DISTRICT provided containers.)	\$ 5.00	per gallon	N/A	per gallon
6.13	RECORDS SEARCH (records older than one year)	\$ 75.00	per hour	\$ 10.00	per hour
6.14	SAMPLE HOLDING (in excess of 45 days)	\$5/month	per sample	\$ 20.00	per sample

DEL MAR ANALYTICAL, 9830 S 51ST ST SUITE B-120, PHOENIX, AZ, 85044

Terms: Net 30

Vendor Number: 33-0225722

Federal Tax ID Number: 330225722

Contact Person: ~~Jennifer Vilaboy~~ **Karen Walters**

Telephone Number: ~~(602)~~ **(480)** 785-0043

Fax Number: ~~(602)~~ **(480)** 785-0851

Contract Period: To cover the period ending **February 28, 2005**.